

CHESTERFIELD COUNTY

www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



SPECIFICATIONS AND INVITATION FOR BIDS

**Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents,** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. AMENDING BIDS: Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (Code of Virginia 2.2-4330)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of the bid.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
 - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

34. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0051
(804) 748-1617

Bid Prepared By:

**Jo Carol Mayton, CPPB
Senior Purchasing Officer**

Invitation To Bid Number:

03-2186-8856

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:00 p.m.** Local Time Prevailing, **June 18, 2003**, and then publicly opened and read aloud to **furnish labor and materials necessary to complete installation of food service equipment, furniture and décor items as shown on the drawings and herein specified for seven (7) school locations listed in the bid specifications.**

MANDATORY SITE VISIT

All firms submitting bids shall visit the seven (7) sites of the proposed work in order for their bid to be considered. The available dates for site visits are June 5, 2003 and June 11, 2003. All interested bidders shall schedule visits on one of the above available dates. Firms shall schedule the visit by contacting Mr. Warren Grigg, Director of Food and Nutrition Services Chesterfield County School Board, (804) 743-3719.

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #03-2186-8856 and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeree shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992).

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES
AND CHESTERFIELD BUSINESSES

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(T)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____

DEFINITIONS

- A. BID - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- B. BIDDER - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the Owner, that submits a Bid for the Work, either directly or through a duly authorized representative.
- C. BID BOND - The bond, with corporate surety, supplied by a Bidder to the Owner, and in all respects satisfactory to the Owner's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the Owner, delivered with the Bid, may also constitute a Bid Bond.
- D. BID DOCUMENTS - All Contract Documents that the Owner or Engineer provides to potential Bidders before the time established for the submission of Bids.
- E. CHANGE ORDER - An amendment or modification to the Contract properly executed by authorized representatives of the Owner and the Contractor on the form provided in the Contract Documents.
- F. COMPLETION OF THE WORK - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
- G. CONTRACT BONDS - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the Owner's Attorney.
- H. CONTRACT DOCUMENTS - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Bid Form, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
- I. CONTRACT PRICE - The amount of money which the Owner and the Contractor have agreed that the Owner will pay to the Contractor for performing and completing the Work.
- J. CONTRACTOR - The party who has contracted to perform and complete the Work.
- K. ENGINEER - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.
- L. FINAL ACCEPTANCE - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the Owner and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
- M. FINAL INSPECTION - The inspection conducted by the Owner or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final

Inspection is conducted, the Owner or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The Owner may perform the Final Inspection instead of, or together with, the Engineer.

- N. FINAL PAYMENT - Payment by the Owner to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
- O. INSPECTOR - The person appointed by the Owner to carry out instructions given by the Owner and to inspect the Work performed and the materials supplied by the Contractor.
- P. OWNER - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
- Q. PLANS - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
- R. PUNCH LIST - The list provided to the Contractor by the Engineer or Owner after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
- S. SPECIFICATIONS - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
- T. SUBCONTRACTOR - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
- U. TIME OF COMPLETION - The time agreed upon by the Owner and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the Owner pursuant to the Contract Documents.
- V. THE WORK - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

SPECIAL BID CONDITIONS

The bid consists of seven (7) proposals, one for each school location, and associated requirements for each school. The school locations are:

Bon Air Elementary
8701 Polk Street
Bon Air, Virginia 23235

Chalkley Elementary
3301 Turner Road
Chesterfield, Virginia 23832

Chester Middle
3900 West Hundred Road
Chester, Virginia 23831

Manchester High School
12601 Bailey Bridge Road
Midlothian, Virginia 23112

Matoaca High School
17700 Longhouse Lane
Chesterfield, Virginia 23838

Midlothian High School
401 Charter Colony Drive
Midlothian, Virginia 23113

Monacan High School
11501 Smoketree Drive
Richmond, Virginia 23236

GUARANTEE

All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the contractor at his expense.

BONDS

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the Owner's Attorney will be required for the faithful performance of the contract. (A sample of the contract is included for review).

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the Owner may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

RESPONSIBILITY OF BIDDER - MANDATORY SITE VISIT:

All firms submitting bids shall visit the seven (7) sites of the proposed work in order for their bid to be considered. The available dates for site visits are June 5, 2003 and June 11, 2003. All interested bidders shall schedule visits on one of the above available dates. Firms shall schedule the visit by contacting Mr. Warren Grigg, Director of Food and Nutrition Services, Chesterfield County School Board, (804) 743-3719.

The Bidder shall make a careful examination of the project site, shall familiarize themselves with existing conditions, and shall satisfy themselves as to the quantity and quality of materials and workmanship required for the Work. He shall carefully and thoroughly examine the Contract Documents before submitting a Bid.

LICENSES, PERMITS, AND FEES: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

Request for interpretation of plans and specifications should be addressed to:

Jo Carol Mayton, Senior Purchasing Officer, (804) 748-1834. Bidders are encouraged to submit questions in writing and fax them to (804)717-6378 to be given consideration and should be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the respective addresses or fax numbers furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The submission of a Bid shall constitute a warranty by the bidder that he has complied with the requirements of this paragraph. The bidder is bound by his bid and his bid reflects an affirmative representation that he has examined the project thoroughly.

DATE OF COMMENCEMENT AND COMPLETION

It is the School Board's intent to have work begin ten calendar days (10) after the date specified in the Notice to Proceed. All work shall be completed no later than August 28, 2003.

The date of commencement shall be established in a written Notice To Proceed issued by the Owner.

Work under the Base Bid shall be completed within the dates established in the Notice To Proceed.

ACCESS TO PROPERTY

Access to the school buildings shall be as follows: Contractors will be given access to the buildings to the extent required in order to meet the schedule for completion. The successful contractor shall plan and coordinate the work with Mr. Warren Grigg, Director of Food and Nutrition Services, Chesterfield County School Board, (804) 743-3719.

INSURANCE

An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. **The Certificate of Insurance does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, namining Chesterfield County and Chesterfield County School Board as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the Owner, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and the Insurance Company shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, Builder's Risk coverage for the full project value shall be paid for and provided by the Contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The County and School Board shall be named as additional insured.

For projects with a construction cost of more than \$50,000, the Builder's Risk coverage will be provided by the County, however, the Contractor shall be responsible for the first \$10,000 of any claim. The County's Builder's Risk coverage is \$50,000 self insured retention.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements herein must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name Chesterfield County and Chesterfield County School Board as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "DESCRIPTION" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board are additionally insured or
that Chesterfield County and Chesterfield County School Board are additionally insured
with respects to General Liability; and/or Umbrella Liability policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0051
IFB/RFP No. _____

4. Certificate of Insurance must have an original signature.

SUPPLEMENTARY GENERAL CONDITIONS

1. QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work. The County reserves the right to request references who can substantiate past work performance from subcontractors

Prior to the award of the Contract, the County will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The Owner may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the Owner, the Designer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the Owner. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. CLEANING UP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Owner may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the Owner in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the Owner. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Owner.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the Owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures on the Plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

9. OTHER PLANS AND WORKING DRAWINGS (SHOP DRAWINGS)

Such information as is necessary to give a comprehensive idea of the construction contemplated, are shown on the Plans. Contractor shall submit to the Owner for his approval such additional detailed shop or working drawings as may be required for the construction of any part of the work. Pending the approval of such drawings, any work done or materials ordered shall be at the risk of the Contractor.

10. DISCREPANCIES

The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Owner shall promptly correct such inconsistencies or ambiguities in writing. Work

done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

11. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The Owner or Designer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

12. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the Owner shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

13. MONTHLY ESTIMATES AND RETAINAGE

On the 20th day of each month, or at any other regular time agreed upon by the Owner and Contractor, the Contractor shall prepare and submit to the Owner a monthly estimate for Partial Payment. The monthly estimate shall cover items of work for which the Contractor is entitled to be paid since the last previous monthly estimate was submitted, including (1) the value of the Work done, (2) major items of equipment or materials delivered to the site of the project to be installed by the Contractor, as substantiated by submitted invoices and as approved by the inspector, and (3) materials incorporated into the Work.

The Owner shall pay to the Contractor all sums due under the monthly estimate less five percent (5%) retainage on or before the 15th day of the month following the submission of the monthly estimate, unless the Owner asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

The Contractor will be paid for materials delivered to and stored on the job site. Payment will be for actual cost of materials as evidenced by receipted invoices, less five percent (5%) retainage. The contractor shall make a separate accounting of these materials and shall submit an accounting of them, with four (4) copies, along with the monthly estimate for partial payment.

14. PARTIAL PAYMENT NO WAIVER OF RIGHTS

Partial payments made under this Contract by the Owner are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the Owner shall be construed to be an acceptance of defective or improper work. No act of the Owner or the Engineer or the representative of either of them in superintending or directing the Work, no failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the Owner shall occur only upon Final Payment by the Owner.

15. TERMINATION FOR BREACH OF NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the Owner may:

- 1) after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The Owner may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- 2) terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the Owner pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the Owner until Completion of the Work has occurred. After completion of the Work, the Owner shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the Owner to complete the Work. If the cost incurred by the Owner to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the Owner and, instead, the Contractor shall pay to the Owner the difference between the unpaid balance due and the Owner's cost to complete the Work.

16. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the Owner or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

SPECIFICATIONS

NEW FOODSERVICE EQUIPMENT, FURNITURE & DECOR
CHESTERFIELD COUNTY SCHOOLS
CHESTERFIELD, VIRGINIA

SECTION 001 - FOOD SERVICE EQUIPMENT

1.0 SCOPE OF WORK

- A. The work under this section comprises the furnishing and installation of food service equipment, furniture and decor items as shown on the drawings and herein specified or otherwise noted. Electrical, plumbing and other work as made necessary by the modifications herein shall be done by licensed tradespeople supplied by Kitchen Equipment Contractor. The scope of each individual project is detailed further in the item specifications below.
 - 1. Coordination of work. It is imperative in order to facilitate a smooth installation that the KEC closely coordinate his work with Food & Nutrition Services with Chesterfield County Public Schools. Such coordination should include scheduling of installation to insure that any trades and installation personnel will not interfere with the normal operation and feeding schedules in each school where work is to be performed and that jobsite will be ready to accept the food service equipment and decor as indicated in Contract Documents.
 - 2. The scope of this project shall consist of providing food service equipment, furniture and decor packages consisting of serving counters, furniture, equipment and decor items to (7) separate schools including delivery and set in place as described in specifications below.

1.1 GENERAL

- A. Submittals: Product Data for each type of food service equipment indicated and the following:
 - 1. Coordination drawings: For locations of food service equipment and service-utility locations and characteristics. Key equipment with item numbers and descriptions indicated in Contract Documents.
 - 2. Maintenance Data: Operation, maintenance and parts data for food service equipment. Include manufacturer's authorized service agencies' addresses and telephone numbers.
- B. NSF Standards: Comply with applicable NSF International (NSF) standards and criteria and provide NSF Certification Mark on each equipment item.
- C. All lighting and electrical products installed shall be UL listed.

1.2 PRODUCTS

- A. Food Service Equipment Schedule: Equipment items are specified in the Food Service Equipment Schedule located at the end of this Section.
- B. Sealant: ASTM C 920; Type S, Grade NS, Class 25, Use NT. Provide elastomeric sealant NSF certified for end-use application indicated. Provide sealant that, when cured and washed meets requirements of Food and Drug Administration's 21 CFR, Section 177.2600 for use in areas that come in contact with food.
- C. All equipment must be new, of the latest model, complete with all motors, drivers, controls and ready for final connections.
- D. All decor materials shall comply with all state, local and federal codes. All painted surfaces shall be covered with a final code of transparent sealant for protection.

1.3 EXECUTION

- A. Examine roughing-in for piping, mechanical and electrical systems to verify actual locations of connections before installation.
- B. Install food service equipment level and plumb, according to manufacturer's written instructions and referenced standards.
- C. Install equipment with access and maintenance clearances according to manufacturer's written instructions and requirements of authorities having jurisdiction.
- D. Provide cutouts in equipment, neatly formed, with grommets around edges of holes to prevent damage to power, computer lines & cables where required to run service lines through equipment to make final connections.
- E. Except for mobile and adjustable-leg equipment, securely anchor and attach items and accessories to walls, floors, or bases with stainless-steel fasteners, unless otherwise indicated.
- I. Install sealant in joints between equipment and abutting surfaces with continuous joint backing, unless otherwise indicated. Provide airtight, watertight, vermin-proof, sanitary joints.
- J. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, that ensure food service equipment is without damage or deterioration at time of Substantial Completion.
- K. Cleaning and Preparation of New Equipment

- L. Remove protective coverings and clean and sanitize equipment, both inside and out.
- M. Prepare all painted surfaces by applying Kilz or similar primer where necessary.

1.4 RESPONSIBILITIES OF KITCHEN EQUIPMENT CONTRACTOR

Kitchen Equipment Contractor To Provide Licensed Electrical Contractor who shall:

- A. Furnish and install all rough-in wiring for food service equipment, including convenience receptacles at walls.
- B. Furnish and install all wiring and conduit between rough-in points and connections with all other equipment, making connection thereto in accordance with wiring diagrams and/or information furnished by KEC.
- C. Furnish and install all required disconnect switches between rough-in points and connection points on equipment.
- D. Be responsible for all rough-in and final connection of all equipment. Provide final connections and cord sets (where not provided) between appliances and rough-in positions.
- E. Where not specified by equipment manufacturer, electrical contractor is responsible for outlet, fused disconnects, cord sets (where not provided), and final connections of equipment.
- F. Furnishing and installing all switches (except disconnect switches other than those which may be called for by item specification), contractors, combination starters with fused disconnect, controls, etc., necessary for the proper and safe operation of the equipment.

1.5 QUALIFICATION OF CONTRACTOR

- A. The Kitchen Equipment Contractor (herein described as KEC) must show evidence of performing contracts of this type and scope with personnel to install, service and maintain equipment of this type under the terms of these specifications and warranty.

1.6 COORDINATION OF WORK

- A. Because of the complex nature of the work to be performed it will be necessary for all prospective bidders to visit each jobsite prior to submitting their bid in order to familiarize themselves with the nature of the work to be done.

Access to the schools can be arranged by contacting Warren Grigg, Food & Nutrition Services at (804) 743-3719

- B. Successful bidder to arrange a meeting with electrical contractor, food service director, fabricator, painting, flooring and other trades within 15 working days of contract award to discuss projects, timetable of work and verify all dimensions and conditions at each job site

1.6 SUBSTITUTIONS

- A. Unless otherwise noted in individual item specifications, no substitutions of brands or fabricators of equipment, decor items, paint or floor materials will be allowed other than those specified.

END OF SECTION 001

2.0 EQUIPMENT & DECOR SPECIFICATIONS

- A. Bon Air Elementary School
8701 Polk Street
Bon Air, VA 23235

Scope of Project: Provide & install new serving system in kitchen as shown on plan. Project shall include building new wall in kitchen and new paint, tile work, lights and decor items. Contactor shall include all electrical, plumbing and construction work necessary to provide a "turn key" installation.

01 SERVING COUNTER (1) EACH

Laminate Selection Pionite Suede Tutti-Frutti SP414
Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # STC-1- MOD

02 TWO TIER DISPLAY (1) EACH

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048
Model # ST-2TD- MOD

03 FOUR WELL HOT FOOD UNIT (1) EACH

Manufactured By:
Delfield

980 South Isabella Road
Mt. Pleasant, MI 48858
(800) 773-8821

Model # N8759-D

04 LIGHTED SELF SERVE SNEEZE GUARD (1) EACH

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST-SG1L- MOD

05 ICE CREAM MERCHANDISER CASES (2) EACH

Manufactured By:
Silver King
1600 Xenium Lane, North
Minneapolis, MN 55441
(612) 553-1881

Model # SKCTM

06 CONSTRUCTION OF NEW WALL

Construct new wall from sheetrock and metal studs, size and shape as per plan to ceiling height. Rear of wall (kitchen side) and ends to be covered with white FRP panels. Front of wall to be covered with ceramic tile # AOT Ice White with # AOT Ruby Red at approx 4' above finished floor and continued to ceiling with Black sizzle strip and alternate as shown on drawing. Install 4" black rubber cove base at bottom

Tile Distributed By:

Renfrow Tile
P.O. Box 9388
Charlotte, NC 28299
(704) 334-6811

Contact - Lorraine Carpenter

07 PAINTING OF EXISTING AREA

Paint area of wall in front of serving counter (adjacent to dining room) as shown on diagram. Painting shall include doors and trim as shown. Painting shall continue to walls on either side until they reach the kitchen area.

08 PENDANT LIGHTS (4) EACH

Install white pendant lights over serving counter as shown on drawing

Manufactured By:
Progress Lighting
101 Corporate Drive
Spartanburg, SC 29303
(864) 599-6000

Model # P5069-30

09 DECORATIVE PANELS (4) EACH

Provide (4) Decorative wall panels as shown on drawing

Manufactured By:
Joel Morris Studios
Charlotte, NC
(704) 334-4670

B. Chalkley Elementary School
3301 Turner Road
Chesterfield, VA 23832

Scope of Project: Provide & install new decor and lighting in kitchen as shown on plan. Project shall include new paint, lights and decor items. Contactor shall include all electrical and construction work necessary to provide a "turn key" installation.

01 PAINTING OF EXISTING AREA

Paint area of wall in front of serving counter (adjacent to dining room) as shown on diagram. Painting shall include doors and trim as shown. Painting shall continue to walls on either side until they reach the kitchen area.

02 PENDANT LIGHTS (8) EACH

Install (8) white pendant lights over serving counter as shown on drawing

Manufactured By:
Progress Lighting
101 Corporate Drive
Spartanburg, SC 29303

Model # P 5069-30

03 DECORATIVE PANELS (4) EACH

Provide (4) Decorative wall panels as shown on drawing

Manufactured By:
Joel Morris Studios
Charlotte, NC
(704) 334-4670

- C. Chester Middle School
3900 West Hundred Road
Chester, VA 23831

Scope of Project: Provide & install new serving system in dining room as shown on plan. Project shall include cutting openings in existing kitchen walls for pass thru cabinets and new door opening. Contactor shall include all electrical, plumbing and construction work necessary to provide a "turn key" installation.

01 HEATED PASS THRU CABINET (1) EACH

Manufactured By:

Traulsen
4401 Blue Mound Road
Ft. Worth, TX 76106
(800) 825-8220

Model # AHF132WP-FHS

02 REFRIGERATED PASS THRU CABINET (2) EACH

Manufactured By:

Traulsen
4401 Blue Mound Road
Ft. Worth, TX 76106
(800) 825-8220

Model # AHT126WP-FHS

03 TRAY, SILVER NAPKIN STARTER UNITS (3) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:

Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-TS1- MOD

04 REFRIGERATED MILK CABINET (2) EACH

Manufactured By:

Beverage Air
P.O. Box 5932
Spartanburg, SC 29304

Model # SM-34N-S

05 LIGHTED SNEEZE PROTECTOR (2) EACH

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-SNG5- MOD

06 FOUR PAN HOT WELLS (2) EACH

Manufactured By:
Delfield
980 South Isabella Road
Mt. Pleasant, MI 48858
(800) 773-8821

Model # N8759-D

07 HEATED SERVING SHELF (5) EACH

Manufactured By:
Hatco
P.O. Box 340500
Milwaukee, WI 53234
(800) 558-0607

Model # GRBW-36

08 TWO PAN MECHANICAL COLD WELL (3) EACH

Manufactured By:
Delfield
980 South Isabella Road
Mt. Pleasant, MI 48858
(800) 773-8821

Model # N8130B

09 LIGHTED SELF SERVE SNEEZE GUARDS (3) EACH

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST1-SNG2- MOD

10 REFRIGERATED PASS THRU MERCHANDISER (3) EACH

Manufactured By:
QBD Modular, Inc.
31 Bramsteele Road
Brampton, CN 06030

Model # CTT-UHB-37R

11 SERVING COUNTER W/TRAY RAIL (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60
Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-SC20- MOD

12 DEPCON WALL UNITS (1) LOT

Laminate Selection Wilsonart Lapis Blue D417-60
Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-DW68- MOD

13 SERVING COUNTER W/TRAY RAIL (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60
Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-SC7- MOD

14 WALL ENCLOSURE UNIT (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

Model # ST2-EW13- MOD

15 HEATED HOLDING CABINETS (2) EACH

Manufactured By:

Food Warming Equipment

Box 1001.

Crystal Lake, IL 60039

Phone (800) 222-4393

Model # MTU-12D

16 SERVING COUNTER W/TRAY RAIL (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

Model # ST2-SC22- MOD

17 STAFF BEVERAGE COUNTER (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

Model # ST2-BC6- MOD

18 REFRIGERATED MILK CABINET (1) EACH

Manufactured By:

Beverage Air

P.O. Box 5932

Spartanburg, SC 29304

Model # SM-49N-S

19 CASHIER COUNTER W/DUAL TRAY RAILS (1) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

Model # ST2-CC8- MOD

20 STACKABLE SNACK BASKETS (8) EACH

Manufactured By:

Amco

901 N. Kilpatrick Ave.

Chicago, IL 60651

Phone (803) 621-4023

Model # ASB 1824GR

21 DECORATIVE BANNER PACKAGE (1) LOT

Banner material shall be listed flame retardant to specifications of California State Fire Marshall F-121.8 and NFPA Certified 701. As per drawing and evenly spaced throughout dining area

Manufactured By:

Deveraux Designs

1918 Kenwood Ave.

Charlotte, NC 28205

Phone (704) 334-0045

22 DEPCON TM DECORATIVE UTILITY SYSTEM (1) LOT

Color selection White

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

Model # DS-1- C - MOD

23 THREE HOLE TRASH CONTAINERS (4) EACH

Laminate Selection Wilsonart Lapis Blue D417-60

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.
Columbia, SC 29203
Phone (803) 786-0048

Model # ST-TC3 - MOD

- D. Manchester High School
12601 Bailey Bridge Road
Midlothian, VA 23112

Scope of Project: Provide & install new furnishings in small commons area as shown on plan. Project shall include delivery, assembly and setting in place of tables, chairs, booths, painting. Contractor shall include all items necessary to provide a "turn key" installation.

01 42" BOOTH SETTEES (26) EACH

Provide fiberglass booth settees arranged as shown on drawing. Color selection by owner. Provide optional PolyStone fiberglass finish on booth seats with fiberglass insert panels in seat backs. Include 24" X 42" vinyl T-mold edged table tops. Booth sections to be provided with optional casters.

Manufactured By:
Seating Concepts
125 Connell St..
Rockdale, IL 60436
Phone (800) 421-2036

Model # LSB 42 w/Frame

02 STACKABLE CHAIRS (128) EACH

Provide armchairs with laser engraved lancer emblem (school logo) with wood seat. Frame to be black. Wood seat color to be chosen by owner.

Manufactured By:
MTS Seating Inc.
7100 Industrial Drive
Temperance, MI 48182
Phone (734) 847-3875

Model # 172

03 BAR STOOLS (32) EACH

Provide bar stools with laser engraved lancer emblem (school logo) with wood seat. Frame to be black. Wood seat color to be chosen by owner.

Manufactured By:
MTS Seating Inc.
7100 Industrial Drive
Temperance, MI 48182
Phone (734) 847-3875

Model # 172-30

04 TABLES WITH BASES (32) EACH

Provide 30" X 30" table tops with vinyl T-mold edge (color selection by owner).

Table Base to be black with self leveling feet.

Manufactured By:
MTS Seating Inc.
7100 Industrial Drive
Temperance, MI 48182
Phone (734) 847-3875

Model # 232 with CI22-3LS base

05 TABLES WITH BASES (8) EACH

Provide 30" X 30" round table tops with vinyl T-mold edge (color selection by owner).

Table Base to be black with self leveling feet.

Manufactured By:
MTS Seating Inc.
7100 Industrial Drive
Temperance, MI 48182
Phone (734) 847-3875

Model # 232 with SP-22-2/SU base

06 PORTABLE STAGE FLOOR SECTIONS (6) EACH

Provide (6) 48" X 48" X 8" stage floor sections with velcro rivited to each section.

Provide (12) optional box pleat skirting 8' long w/Velcro

Provide (1) optional #SC stage caddy

Manufactured By:
Midwest Folding Products
1414 South Western Ave.
Chicago, IL 60608
Phone (312) 666-3366

Model # 4816P

07 PAINTING OF EXISTING AREA

Paint walls of small commons area as shown on diagram. Painting shall include door frames and window frames as well as light soffits.

E. Matoaca High School
17700 Long House Lane
Chesterfield, VA 23838

Scope of Project: Provide & install plastic laminate on counter fronts, provide and install doors on trash can cabinets in dining room, install signage on areas above doors and behind serving lines and install new lights above serving counters and menu boards on walls behind servery. Project shall include delivery, field installation, assembly and setting in place of menu boards and signage including all electrical connections. Paint walls in servery area. Contractor shall include all items necessary to provide a "turn key" installation.

01 LAMINATE EXISTING SERVING COUNTERS

Provide and install plastic laminate on all counter fronts in serving area.
Laminate shall be Nevamar ALR-003T Hot Red Illusion

02 PAINTING OF EXISTING AREA

Paint back wall of servery. Stop paint color at the sheetrock area. Top 4'-0" to remain white. Paint to be Porter Paint # 6078-6 Red Interior semi-gloss finish w/ sealer.

03 DECORATIVE PANELS ON WALL (1) LOT

A series of (12) decorative panels shall be suspended from the ceiling in the 4' white area behind the serving counters that is not painted. Artwork to be of food products and shall be painted by airbrush on clear acrylic panels. Artwork to be submitted to and approved by Child Nutrition Director prior to installation. 3 Panels shall be 42" x 30", 3 Panels shall be 56" X 42" and 3 panels shall be 42" X 36" and evenly spaced along the back wall area.

Manufactured By:
Joel Morris Studios
Charlotte, NC
(704) 334-4670

03 DECORATIVE PANELS ABOVE DOORS (1) LOT

A series of (4) decorative panels shall be suspended from the ceiling in the area above the entrance doors to the servery as per drawing. 16" Script lettering shall be used and shall be painted on clear acrylic panels. Verbage and colors to be submitted to and approved by Child Nutrition Director prior to installation.

Manufactured By:
Joel Morris Studios
Charlotte, NC
(704) 334-4670

04 LIGHT FIXTURES (1) LOT

Placement of new lights to take the place of existing white light fixtures hanging over the serving counters. Contractor to remove old fixtures and install new fixtures including electrical wiring by licensed electrical contractor.

Manufactured By:

Tech Lighting Inc.

1-847-410-4400

Model # 700 FJ CP S 24 SKY 12

05 LAMINATED DOORS FOR TRASH CANS IN DINING ROOM (1) LOT

Fabricate and provide hinged doors for the front of the trash cabinets in dining room. Laminate to match existing laminate. Doors to be attached with stainless piano type hinges with brushed stainless handles and closure mechanism.

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

06 MENU BOARDS (4) EACH

Provide and install menu boards on back wall of serving area behind counters. Verbage and layout of menu boards and strips to be submitted to Child Nutrition Director for approval and selection

Manufactured By:

Your Place Menu Systems

2600 Lockheed Way

Carson City, NV

(800) 3231-8205

Model # YP-03N1

Frame Color Dove White w/Raven Black menu strips

F. Monacan High School
11501 Smoketree Drive
Richmond Va 23236

Scope of Project: Provide & install new quarry tile floor in kitchen, serving and dishroom

01 NEW KITCHEN FLOOR (1) LOT

Install new quarry tile floor over existing floor in main kitchen area, dishroom, and both serving areas. Contractor to disconnect, transport, provide for storage and reconnect all kitchen equipment, serving equipment and dishwashing equipment to facilitate installation of new floor. Any damage to existing equipment will be the responsibility of the contractor. New floor shall be cleaned and sealed and shall be warranted from defects

in material and workmanship for a period of one year from date of installation. All equipment shall be disconnected and reconnected by licensed contractors. Equipment shall be left in good working condition and clean. Operation of existing floor drains shall not be impaired.

Distributed By:
Renfrow Tile Distributors
P.O. Box 9388
Charlotte, NC 28299
(704) 334-6811

Model # FBC AC-260 Greystone 8" X 8" w/TEC 945 Light Buff Grout

G. Midlothian High School
401 Charter Colony Pkwy.
Midlothian, VA 23114

Scope of Project: Provide & install new serving counters and equipment per drawing, provide and install tile and chair rail on walls, install signage on areas above chair rail at rear wall of servery adjacent to dining room. Provide and install new lights above serving counters and menu boards on walls behind servery. Install standing seam soffit above serving counters. Project shall include delivery, field installation, assembly and setting in place of equipment, menu boards and signage including all electrical connections. Contractor shall include all items necessary to provide a "turn key" installation.

01 CUP DISPENSER (4) EACH

Manufactured By:
Diversified Metal Products
2205 Carlson Drive
Northbrook, IL 60062
(800) 772-2877

Model CTC-R-3 BB

02 SERVING COUNTERS (2) EACH

Provide 2 serving counters size and shape per drawing. Counter Height to Be 36" AFF. Frame Construction to be stainless steel. Countertops shall be DuPont ZODIAQ Q90 H87626 Cinnamon Spice Synthetic Granite. Tray Rails shall be fabricated from DuPont Corian Night Sky (E). Counter fronts shall be covered with Pionite WY031-S Formal Mahogany.

Manufactured By:
Space Metal Fabricators
8523 Wilson Blvd.

Columbia, SC 29203
Phone (803) 786-0048

Model # ST2-ZCT-CTR-MOD

03 3 WELL HOT FOOD UNIT (4) EACH

Manufactured By:
Delfield
980 South Isabella Road
Mt. Pleasant, MI 48858
(800) 773-8821

Model # N8745D

04 SNEEZE GUARDS (4) EACH

Manufactured By:
Brass Smith Inc.
3880 Holly St.
Denver CO.
(800) 662-9595

Model # Fixed Z-Guard w/ Overshelf, Polished Chrome Posts sized to cover hot well unit.

05 HEATED FOOD DISPLAY (4) EACH

Manufactured By:
Hatco
P.O. Box 340500
Milwaukee, WI 53234
(800) 558-0607

Model # GRBW-30

06 REFRIGERATED PASS THRU MERCHANDISER (4) EACH

Manufactured By:
QBD Modular, Inc.
31 Bramsteele Road
Brampton, CN 06030

Model # CTT-UHB-37R

07 STANDING SEAM SOFFIT (2) EACH

Provide & install a soffit 30" tall at a 5 degree pitch, mounted on a square tubular aluminum frame. Soffit to be Brushed Brite Gold Anodized Aluminum material by Alliance Metals Corp. Length per drawing and field dimension.

Manufactured By:

Space Metal Fabricators

8523 Wilson Blvd.

Columbia, SC 29203

Phone (803) 786-0048

08 STACKABLE SNACK BASKETS (12) EACH

Manufactured By:

Amco

901 N. Kilpatrick Ave.

Chicago, IL 60651

Phone (803) 621-4023

Model # ASB 1824GR

09 GRANITE WALL TILE

Cover all walls in servery to height of approx. 4'-0" above finished floor with G&L UBATUBA 12" X 12" granite tiles grout to be LAT 22 Midnight Black.

Distributed By:

Harkey Granite & Marble

1822 Sunnyside Ave.

Charlotte, NC 28204

(704) 334-0512

10 MAHOGANY CHAIR RAIL

Above top of granite tile install 6" tall Mahogany chair rail in soft bullnose design. Stain to match Pionite Formal Mahogany laminate.

11 CERAMIC WALL TILE

Above top of mahogany chair rail install 6" X 6" AOT Bella Vista wall tile and continue to ceiling.

Distributed By:

Renfrow Tile Co.

P.O. Box 9398

Charlotte, NC 28299

(704) 334-6811

12 PENDANT LIGHTS (16) EACH

Install white pendant lights over serving counters evenly spaced.

Manufactured By:

Progress Lighting

101 Corporate Drive

Spartanburg, SC 29303

(864) 599-6000

Model # P5069-30

13 MENU BOARDS (6) EACH

Provide and install double panel 18" X 18" back lit menu boards on walls behind servery. Frames to be pitch mounted with brushed gold frames. Strip color to be black. Verbage and layout to be determined by Child Nutrition Director. Licenced electrician to provide power from ceiling for each unit.

Manufactured By:

The Howard Co., Inc.

P.O. Box 0748

Brookfield, WI 53008

(800) 782-6222

Model # "A" Module Double (2 Panel)

14 LOGO SIGNS (4) EACH

Install 2 school logos 30" X 36" on the rear walls (adjacent to the dining room) of each serving area. Signs to be fabricated on royal blue lexan with a clear protective coating. Artwork to be provided by school.

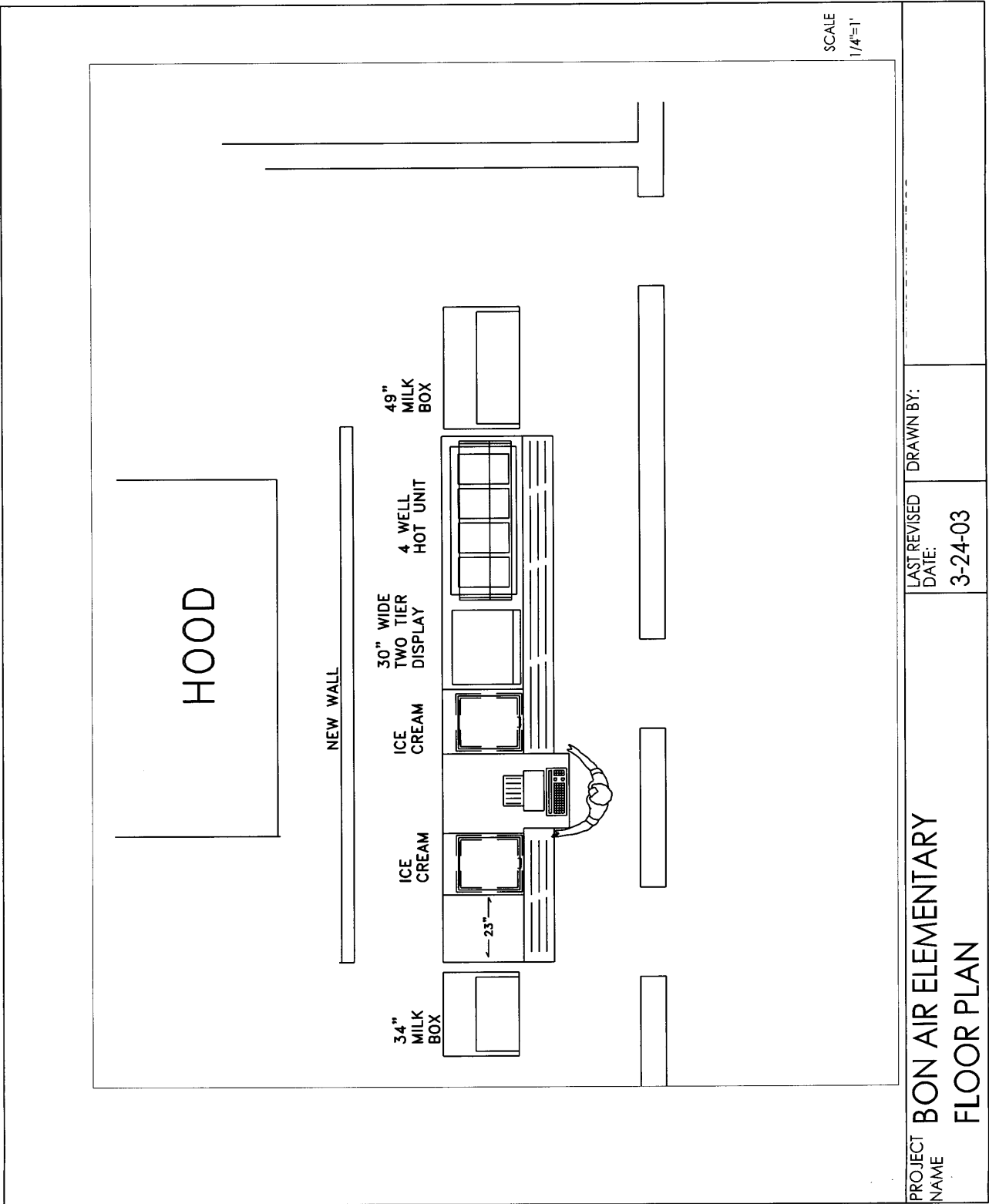
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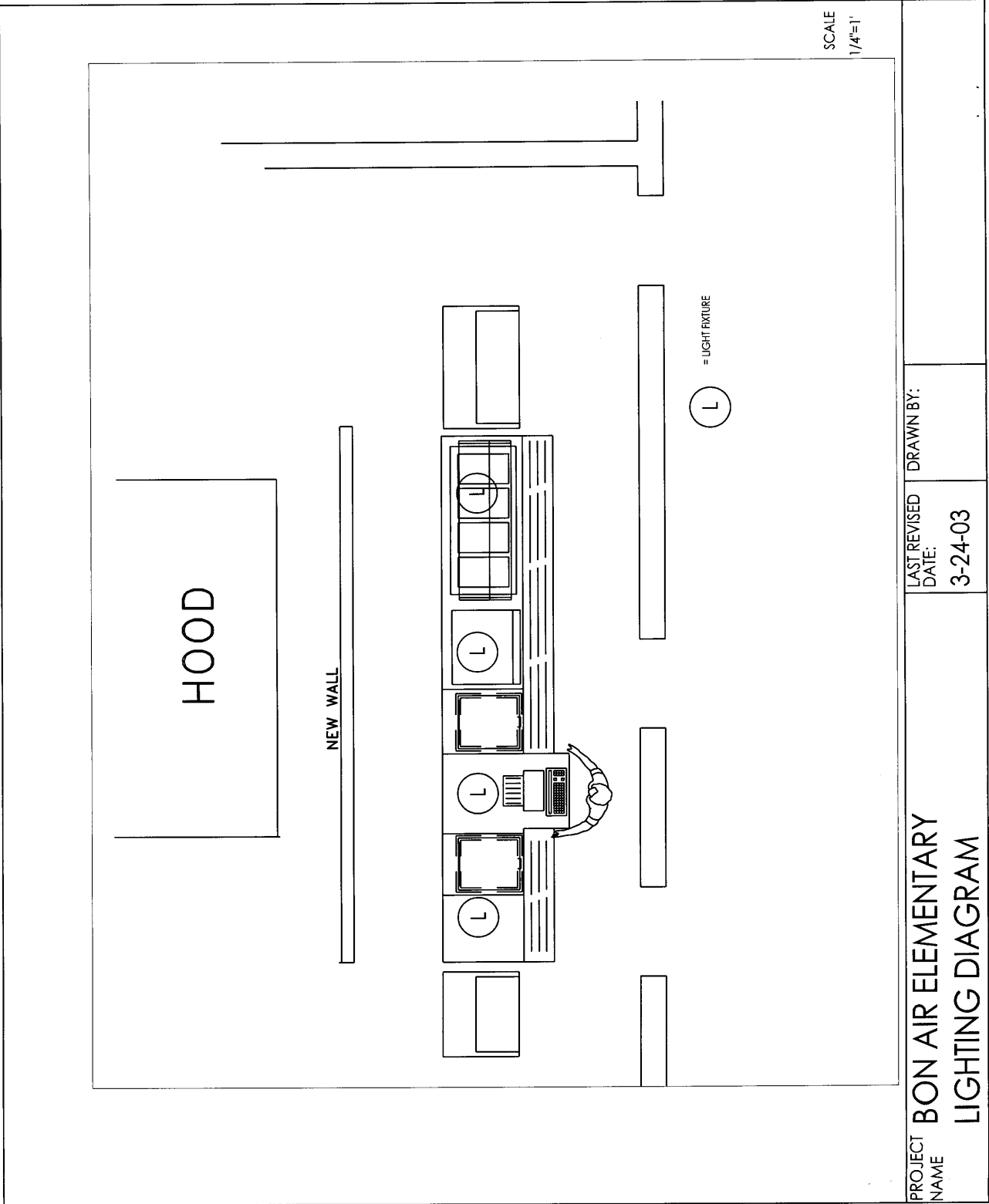
Joel Morris Studios

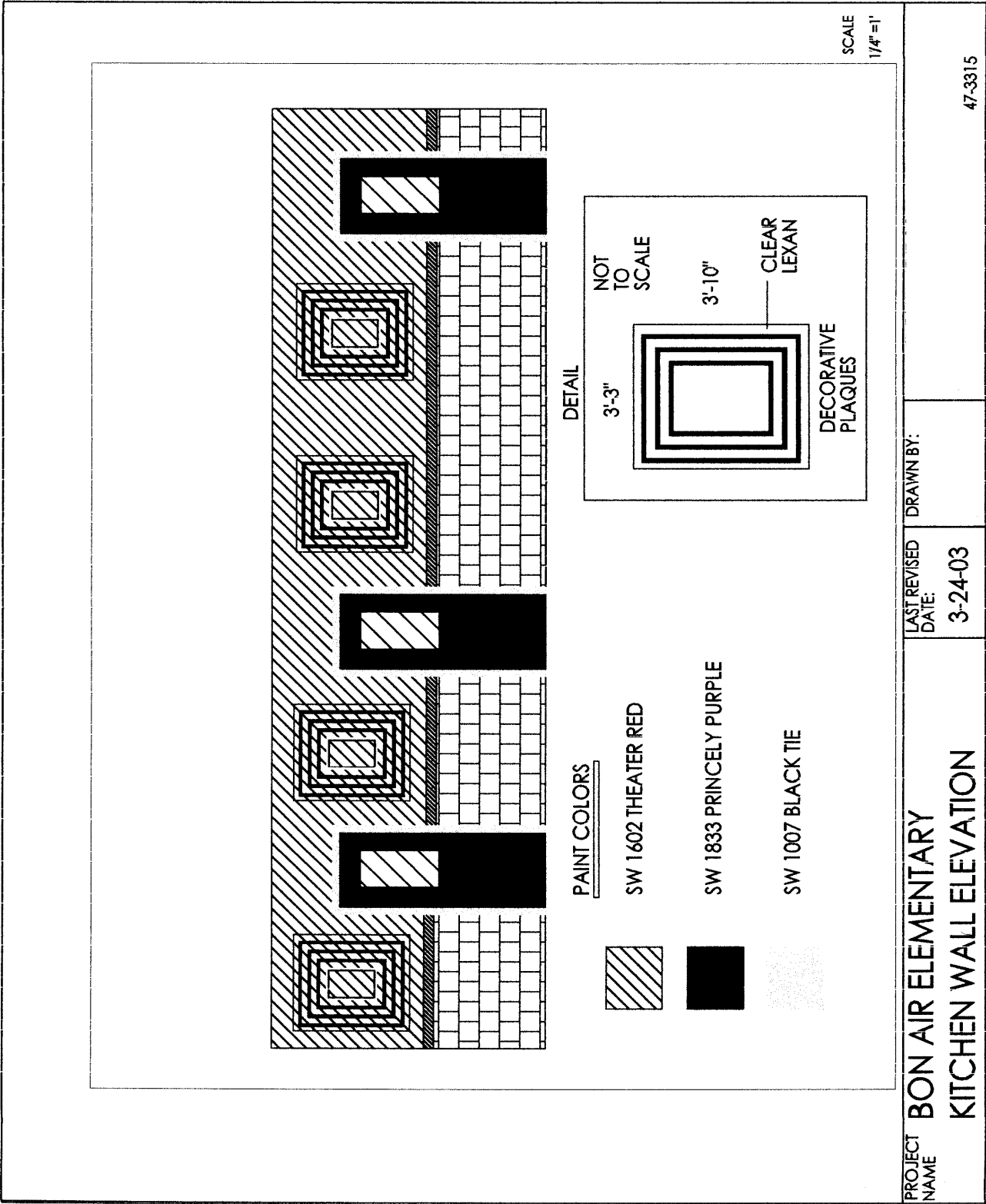
Charlotte, NC

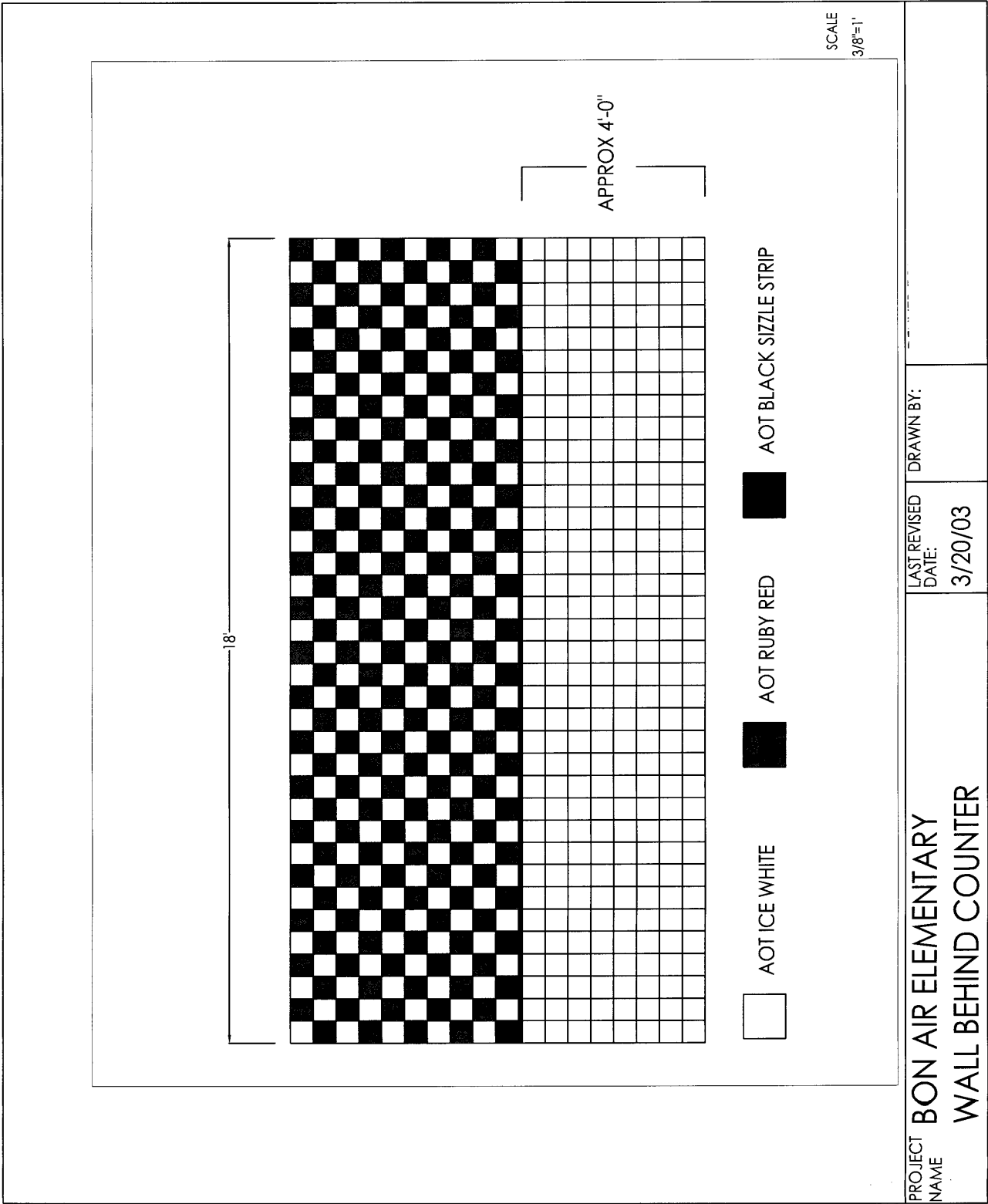
(704) 336-4670

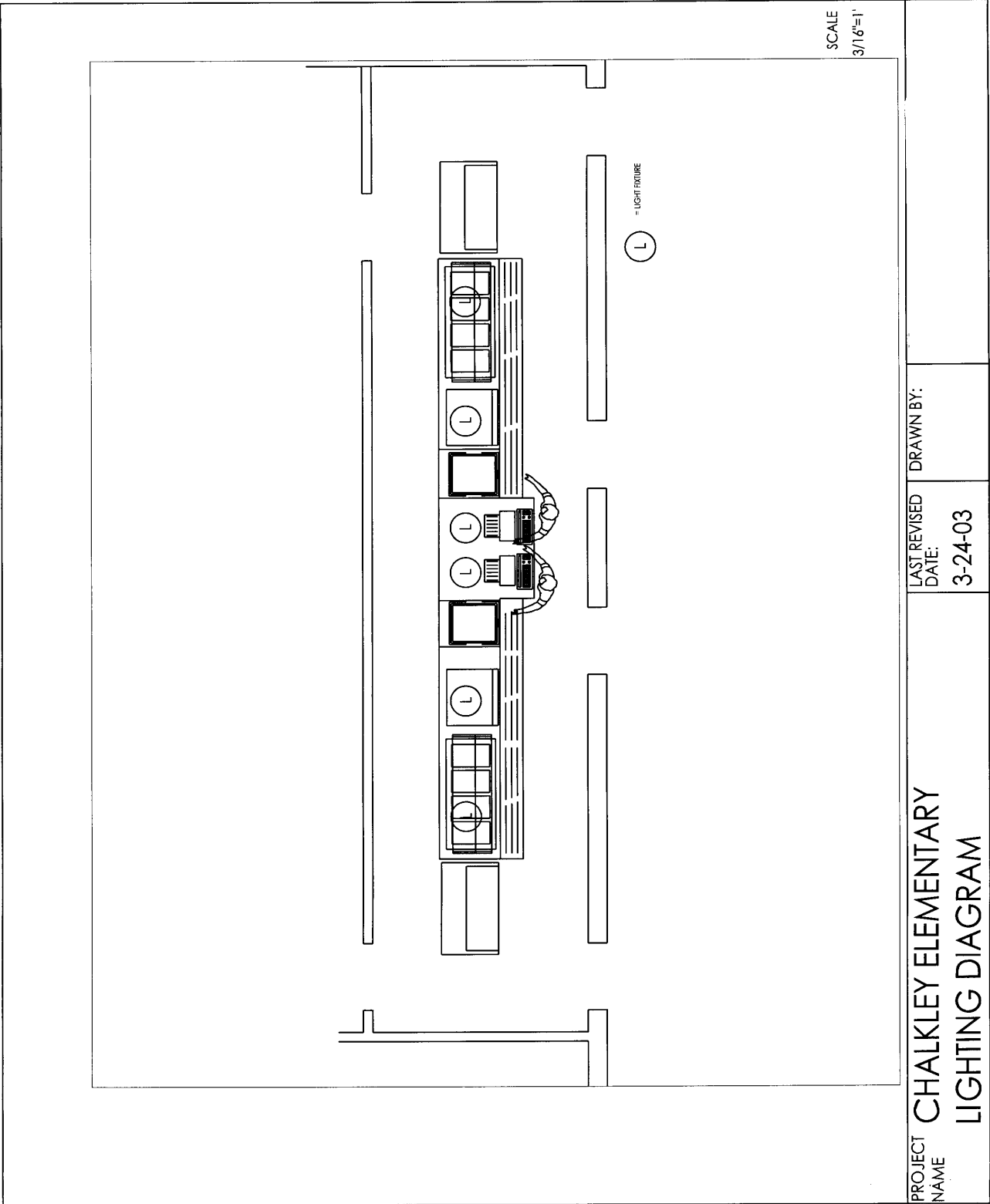
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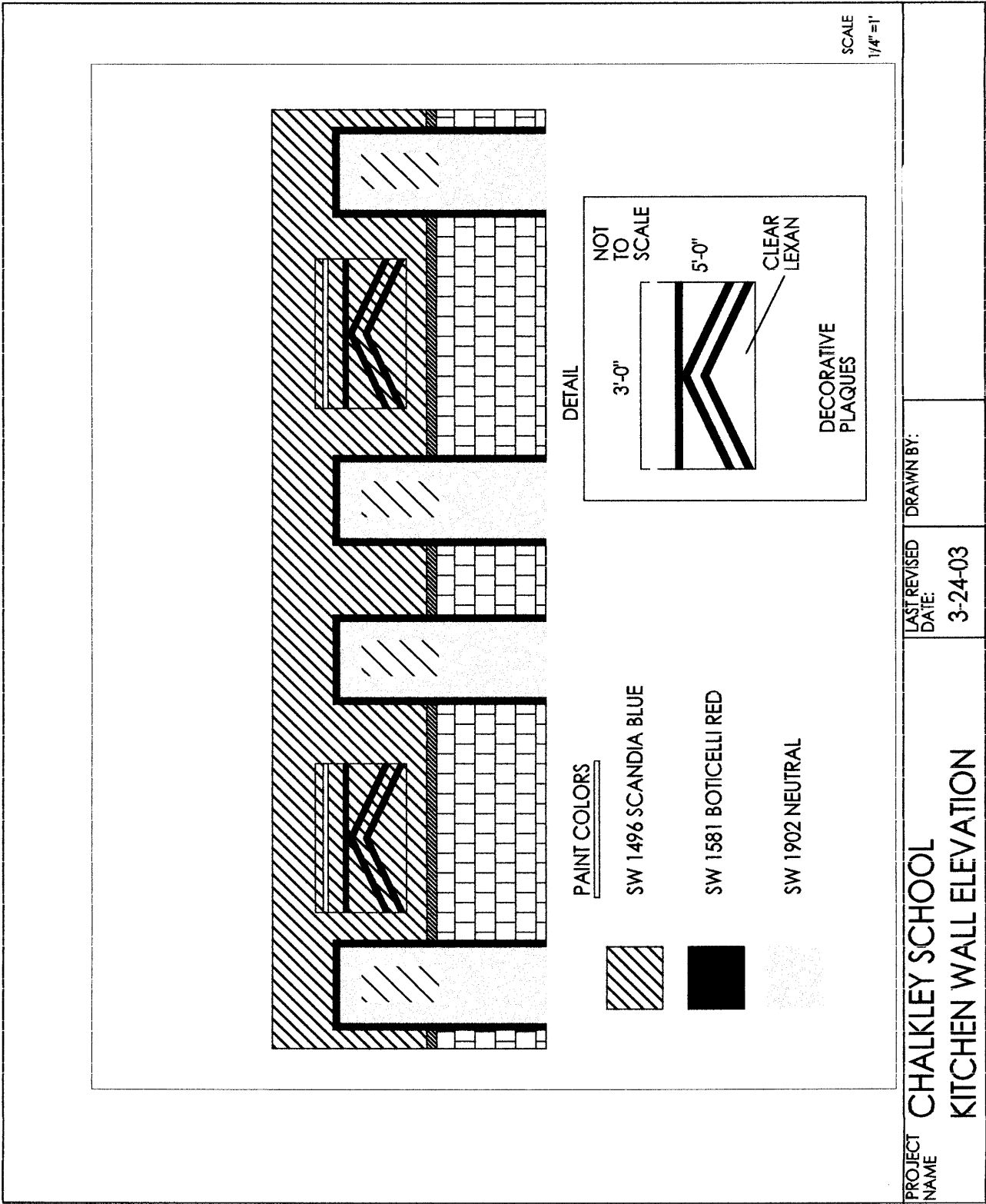


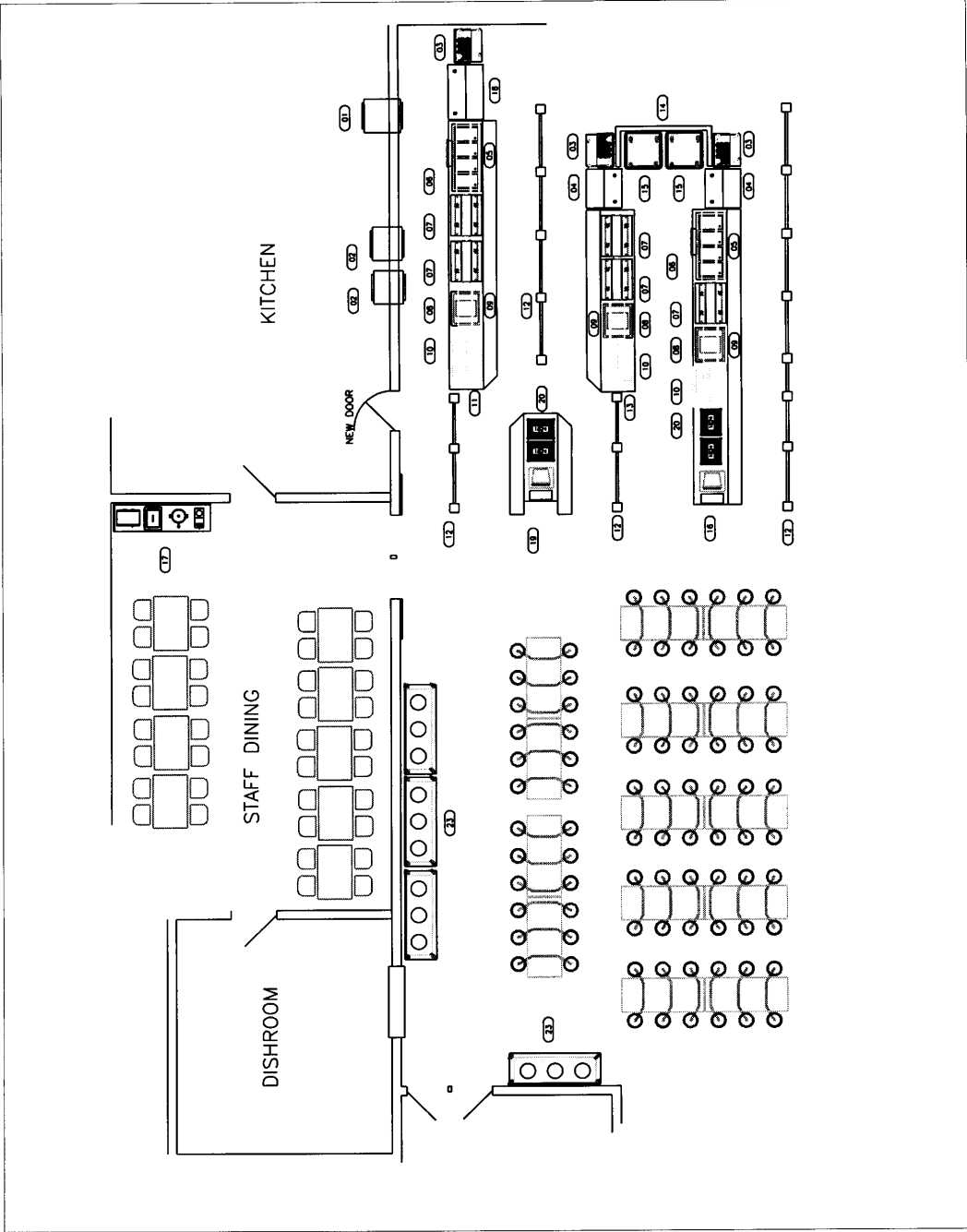










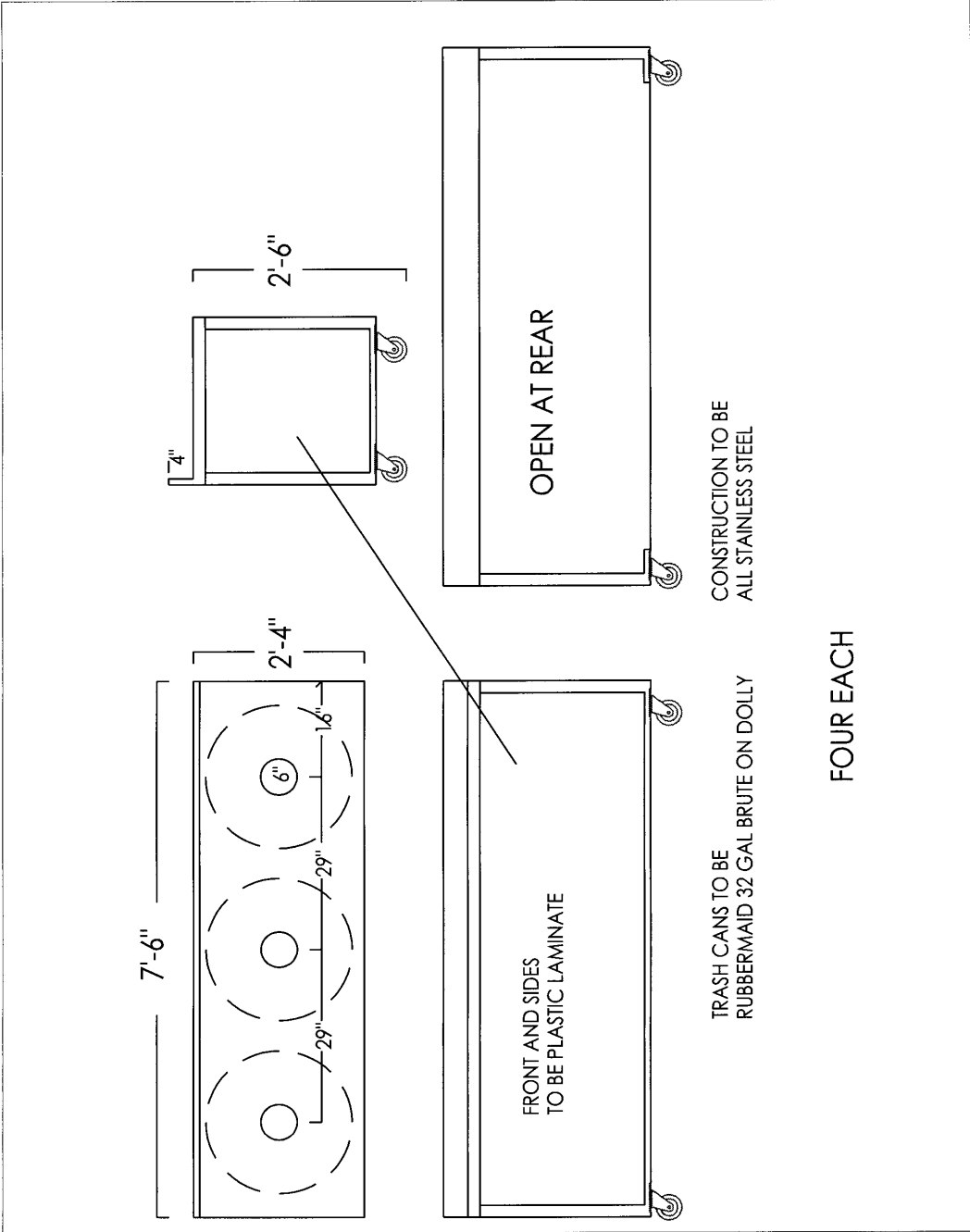


PROJECT NAME
Chester Middle School
Floor Plan & Equipment Layout

LAST REVISED DATE:
4/20/03

DRAWN BY:

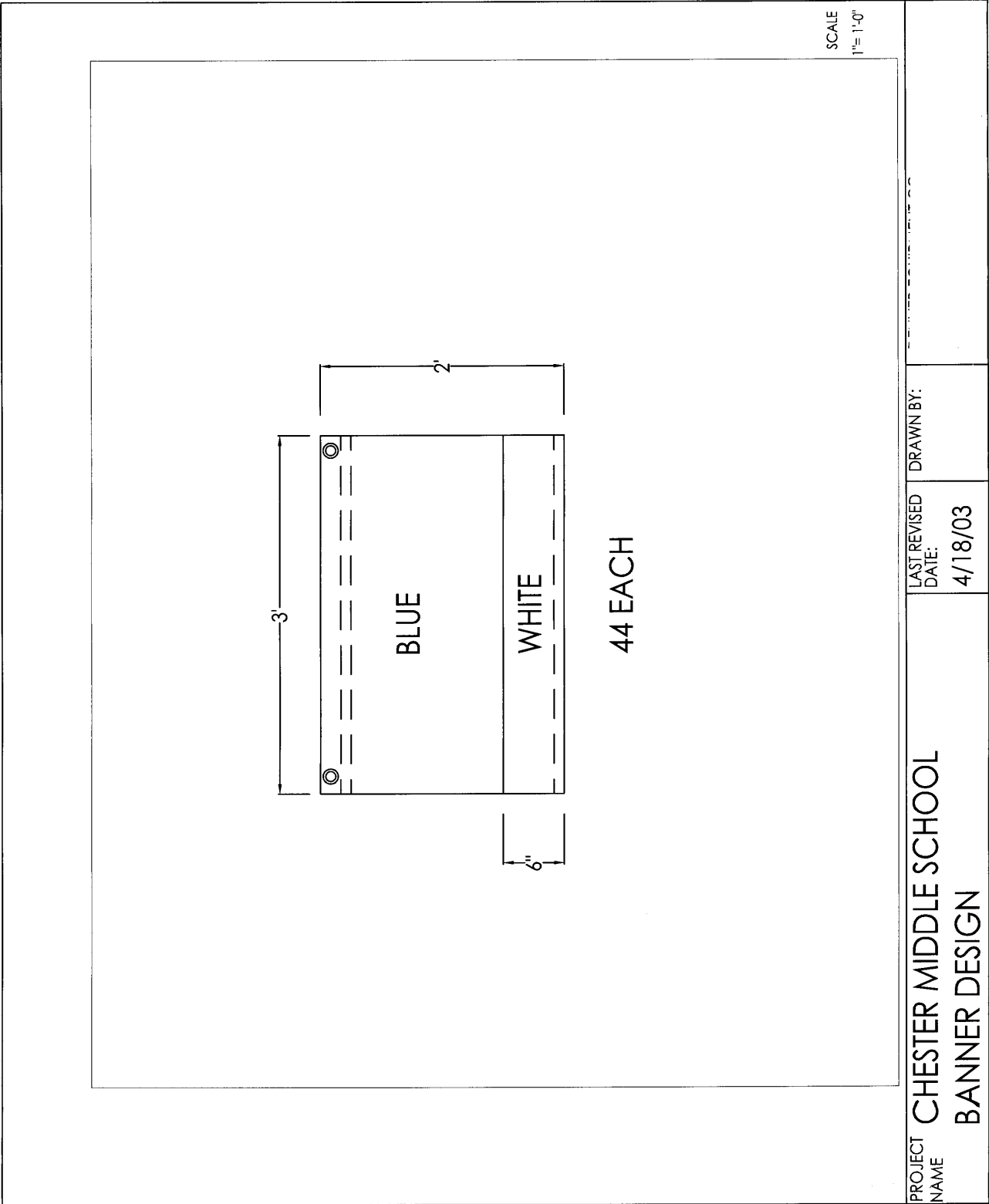
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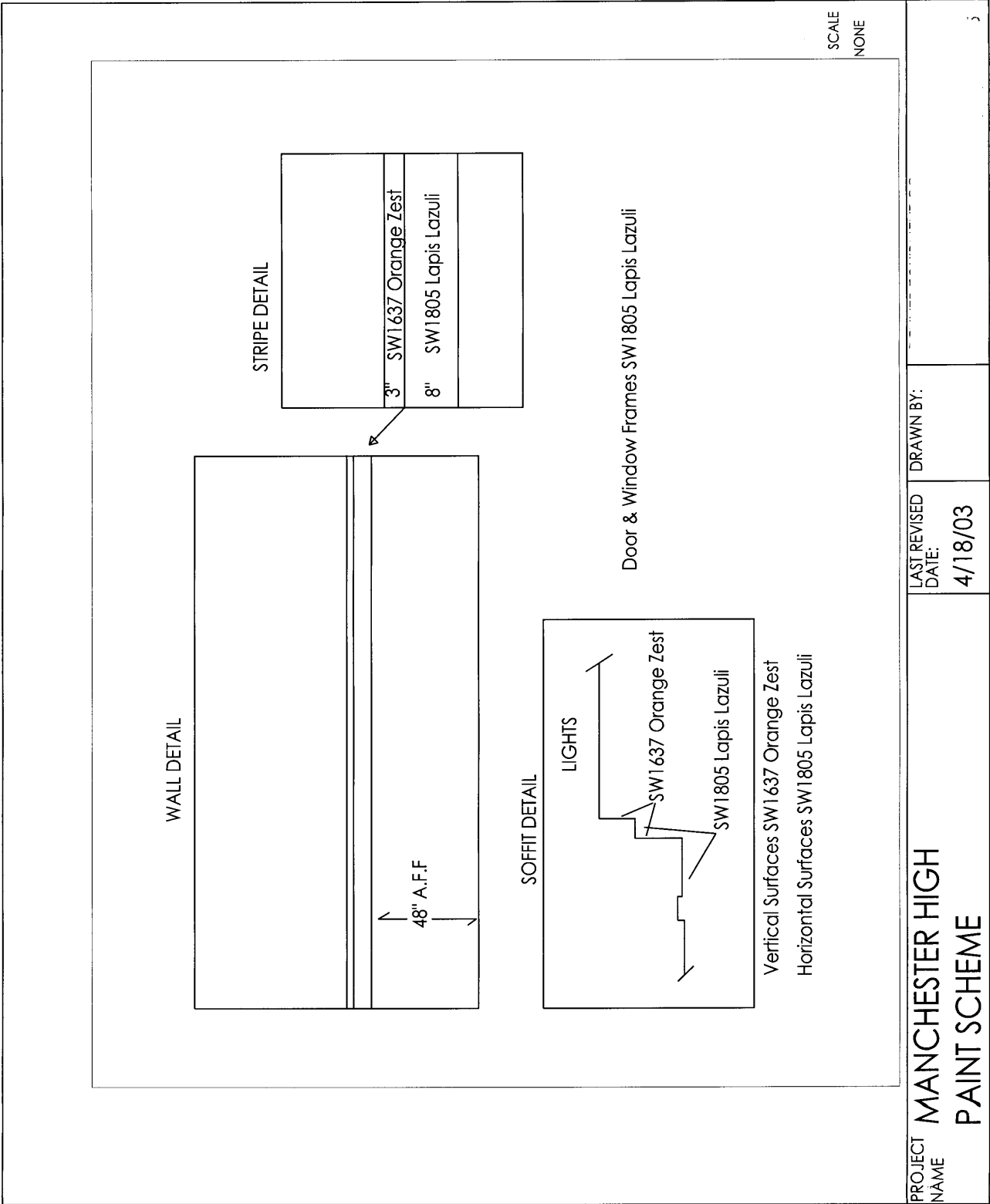
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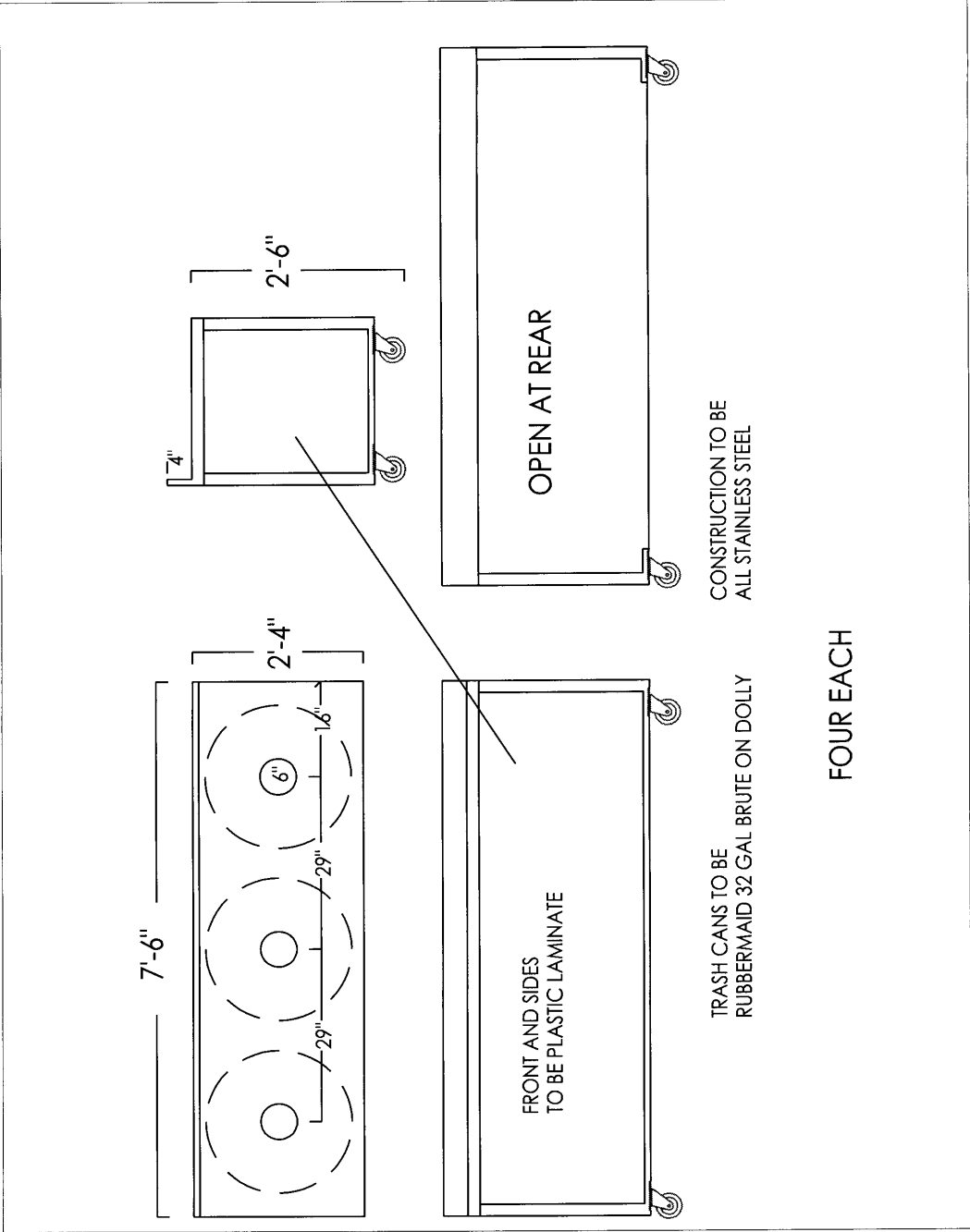
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PROJECT NAME	CHESTER MIDDLE		LAST REVISED DATE:	DRAWN BY:	3-24-03	.315
	TRASH CONTAINERS					







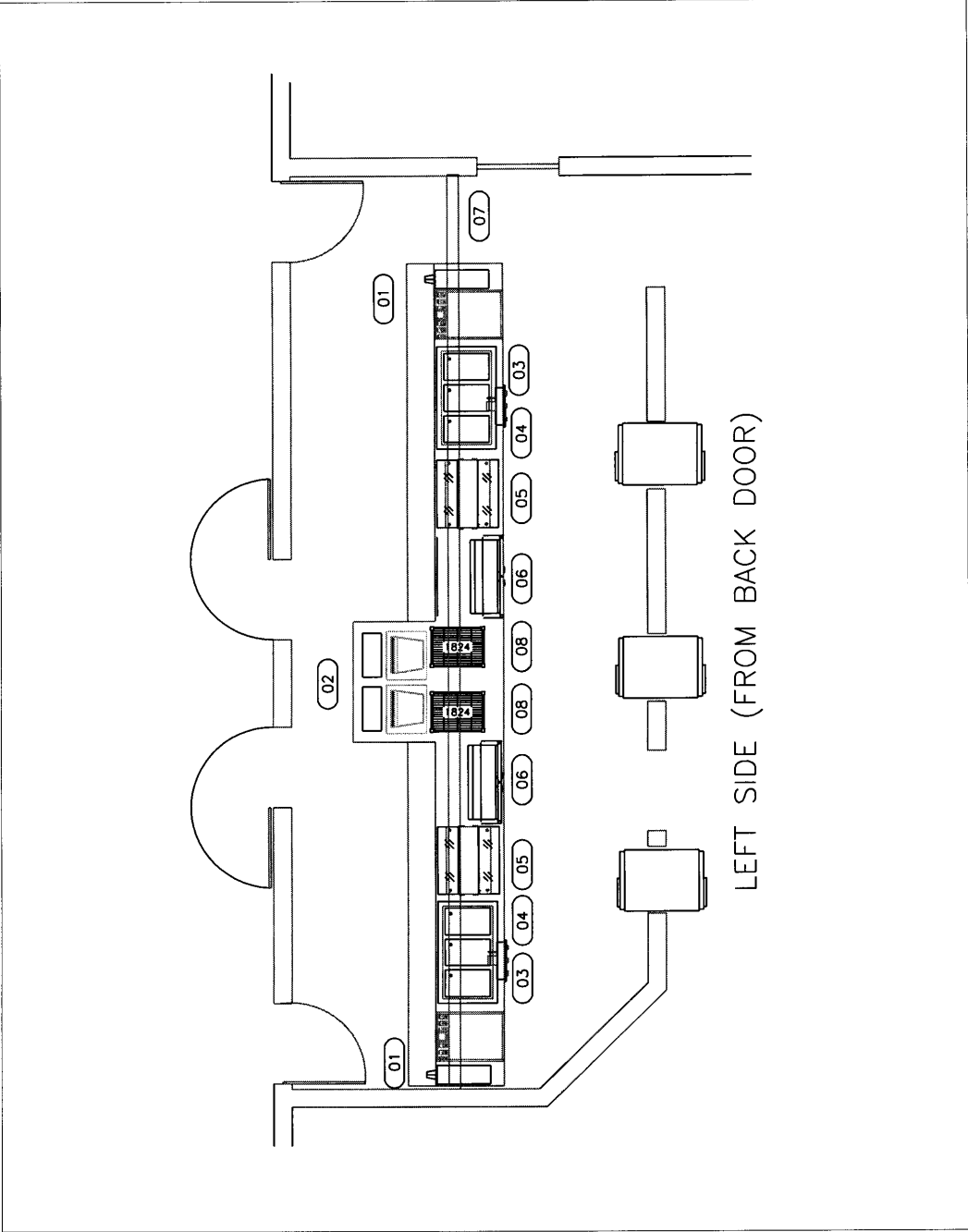


PROJECT NAME
**MANCHESTER HIGH
TRASH CONTAINERS**

LAST REVISED
DATE:
3-24-03

DRAWN BY:

SCALE
1/2"=1'

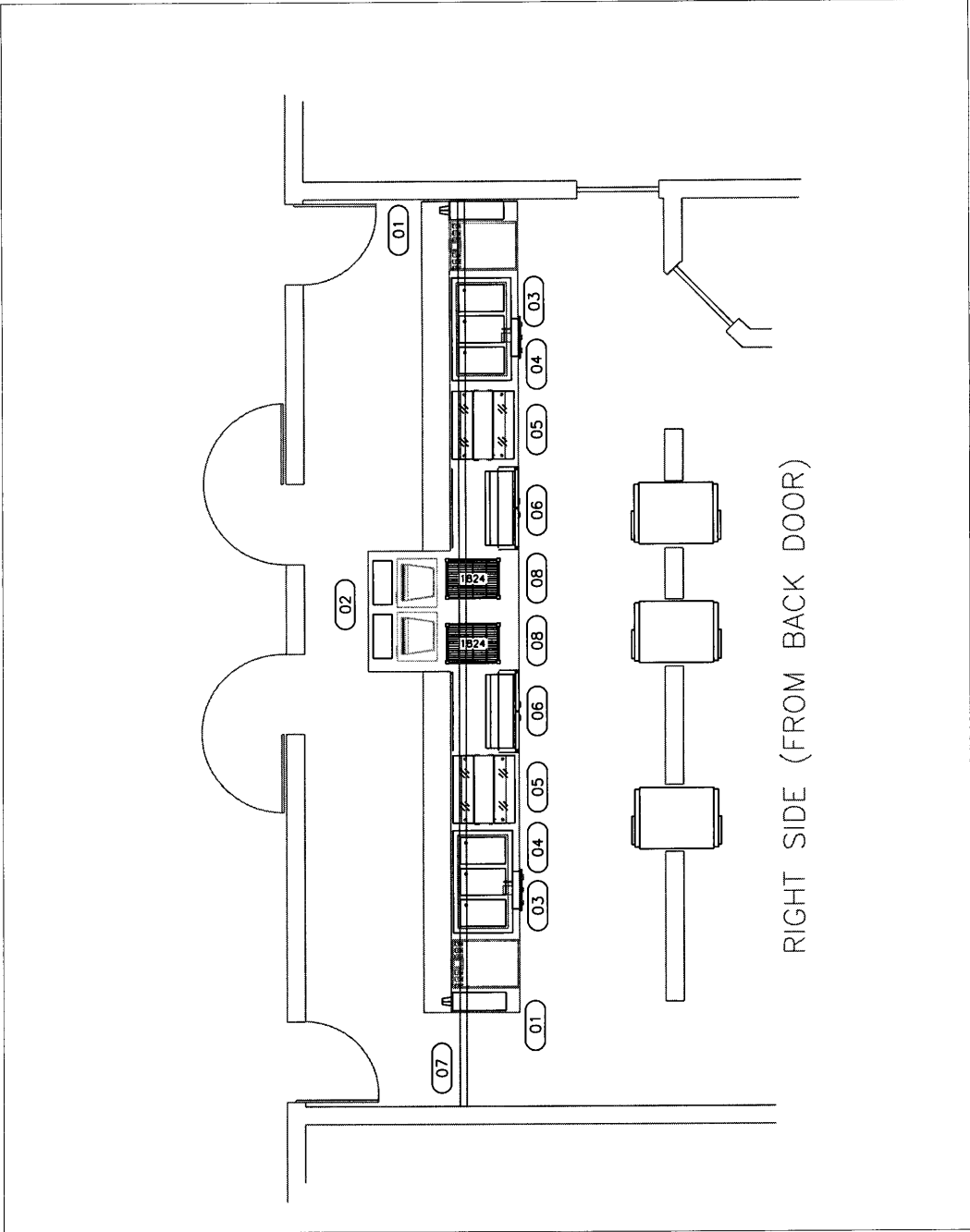


PROJECT NAME
MIDLOTHIAN HIGH
LEFT SIDE FLOOR PLAN

LAST REVISED DATE:
4/20/03

DRAWN BY:

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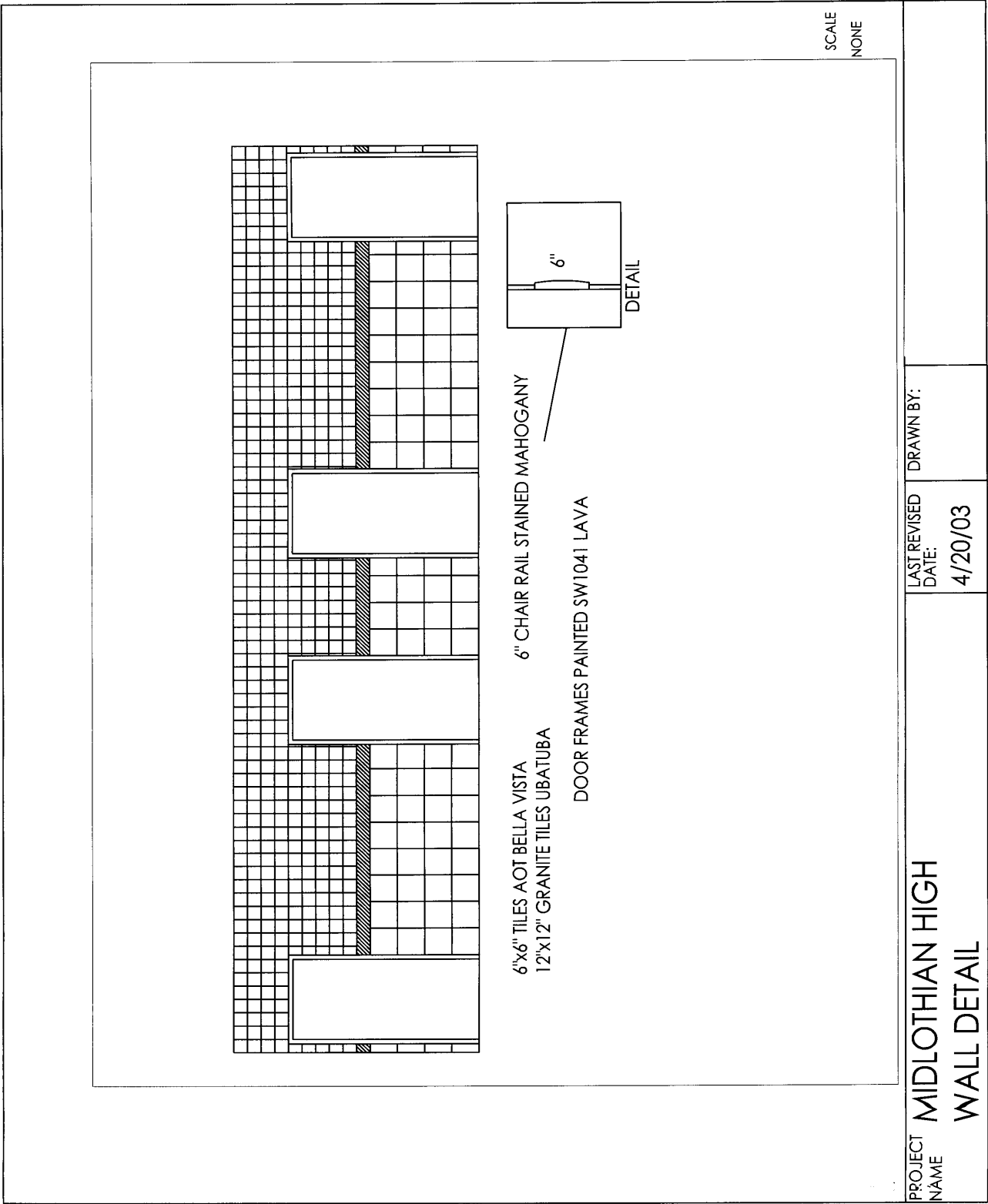


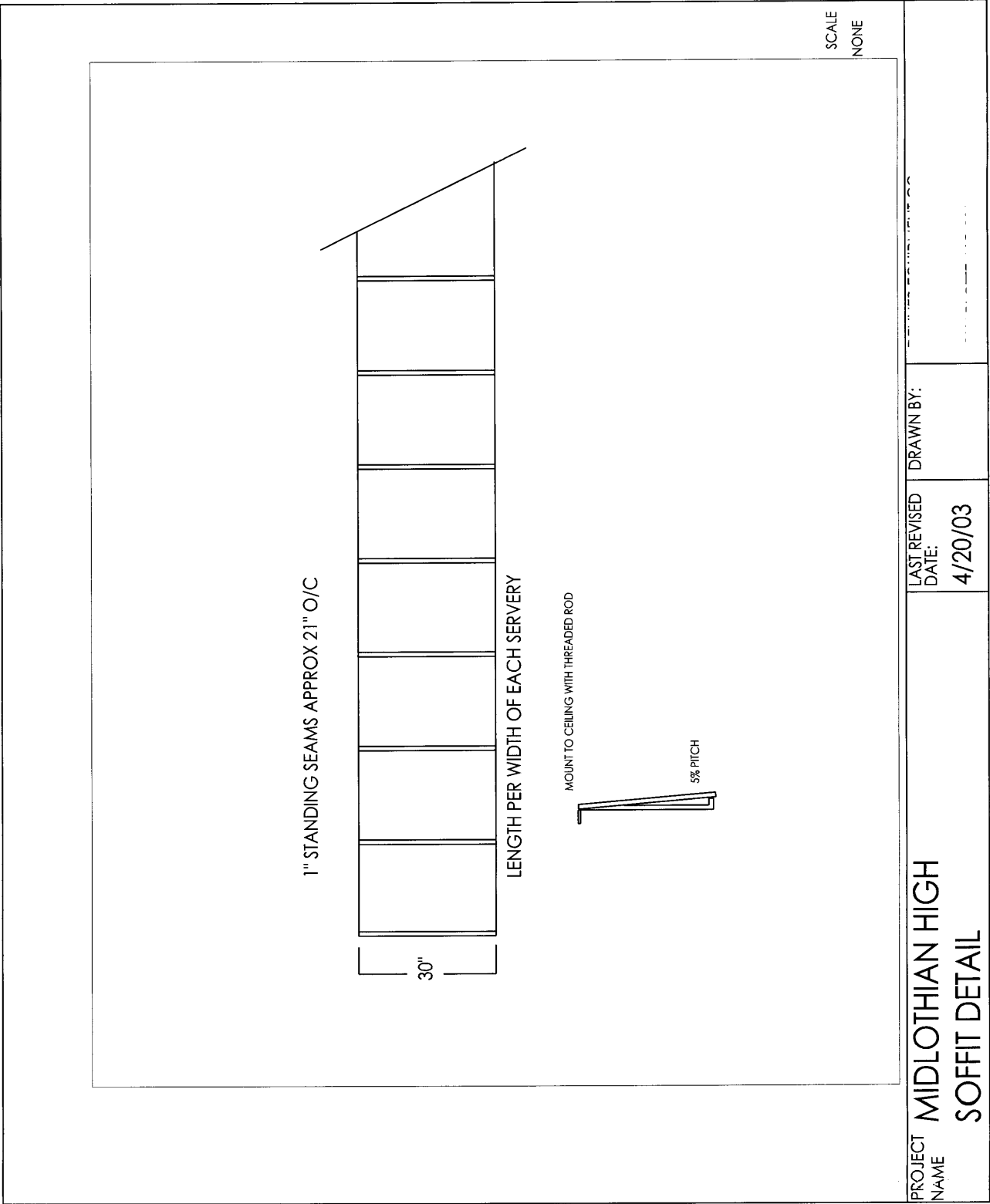
SCALE
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PROJECT NAME
MIDLOTHIAN HIGH
RIGHT SIDE FLOOR PLAN

LAST REVISED DATE:
4/20/03

DRAWN BY:





BID FORM

BASIS OF AWARD: The award of this bid shall be on a Total Bid basis. The award shall be made to a single bidder.

To: Chesterfield County

For: Furnishing labor and materials necessary to complete renovations as described in bid documents and drawings at the following locations:

Proposal A	Bon Air Elementary School	\$
Proposal B	Chalkley Elementary	\$
Proposal C	Chester Middle School	\$
Proposal D	Manchester High School	\$
Proposal E	Matoaca High School	\$
Proposal F	Monacan High School	\$
Proposal G	Midlothian High School	\$
	TOTAL BID (Items A-G)	\$

The undersigned Bidder has carefully examined the site of work, General Terms Conditions and Instructions, Special Bid Conditions, Supplementary General Conditions, Drawings and Technical Specifications, for the completion of the above named project, and in compliance with the Advertisement dated May 28, 2003, will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material called for by said Specifications, in the manner prescribed therein, and will complete the Contract **by August 28, 2003**.

ADDENDUM INFORMATION (If Applicable)

Receipt of the addendum listed below is acknowledged and the proposals incorporate all requirements of this addendum:

_____ Dated _____

Accompanying this Bid is a Bid Bond/Certified/Cashier's Check in the amount of _____ payable to Treasurer, Chesterfield County, Virginia, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, if the undersigned shall fail to execute the Contract and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the Owner any losses in excess of the bond or guarantee.

The undersigned Bidder agrees to begin the work not later than **ten (10)** calendar days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above.

If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is for Seventy Thousand Dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period is Five Hundred Thousand Dollars (\$500,000) or more, the Bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for Seventy-five Hundred Dollars (\$7,500) or more (One Thousand Dollars [\$1,000] for electrical, plumbing and HVAC work) but less than Seventy Thousand Dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for One Thousand Dollars (\$1,000) or more but less than Seventy-five Hundred Dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Specialty: _____

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

**CONTRACTOR'S DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS OF BIDDER: Bidders shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of commodity required for this contract.

_____ years _____ months

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1. _____

2. _____

3. _____

TERMS AND SIGNATURE SHEET

CERTIFICATION OF NON-COLLUSION

My signature below certifies that the accompanying Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of this bid. Our terms are _____. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of invoice.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Fed ID No.: _____ **Phone ()** _____ **Fax ()** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise: Yes _____ No _____

Woman-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____